SAP EHS Regulatory Content OnDemand
Supplemental Terms and Conditions

SAP and Customer have entered into an agreement for the purchase of certain SAP products and services ("Agreement") pursuant to which Customer is purchasing SAP EHS Regulatory Content OnDemand. SAP EHS Regulatory Content OnDemand is deemed part of the Service (as defined in the General Terms and Conditions for SAP Cloud Services) and is provided under the terms and conditions of the Agreement. The Agreement includes an Order Form, the General Terms and Conditions for SAP Cloud Services, these supplemental terms and conditions (the "Supplement") and any Schedules referenced by those documents. This Supplement and any modifications to the Agreement made herein apply solely to SAP EHS Regulatory Content OnDemand and not to any other SAP product or service.

1. Content and Viewer Access

(a) The Service is comprised of regulatory content ("EHS Content") consisting of phrases, rules, substance lists, reference data, and document templates for geographic regions (depending on the package licensed in the Order Form below) that may be downloaded from the Site by Customer for use in connection with SAP EHS Management software or, for SAP material number 7010738 only, the SAP SCM Transportation Management software (collectively the "On Premise Software") (which must be licensed separately). The Service may also include an on-line content viewer (the "Viewer") that may be used by Customer to view EHS Content substance lists and reference data on the Site if licensed under Section 5 below. SAP may, in its sole discretion upon written or electronic notification to Customer, change or modify the URL address, in any manner that SAP deems necessary or desirable from time to time.

(b) SAP shall make the EHS Content available for download by Customer. The EHS Content is part of the Service and Customer's use is limited to use by (a) Named Users of the Service and (b) by licensed users of the SAP On Premise Software after the EHS Content has been downloaded by Customer. The EHS Content may not be modified or altered in any way except by SAP. Customer may not create its own databases from the EHS Content for use other than in connection with the Service or sell or license the EHS Content to third parties. The EHS Content may only be loaded on servers owned and controlled by Customer or servers owned and controlled by third parties which are approved in writing by SAP. Customer is solely responsible for the security of the EHS Content once downloaded and is responsible for maintaining adequate back-up and security measures, including firewalls, to prevent unauthorized access to or loss of the downloaded EHS Content. Upon termination of the applicable Order Form, Customer will not receive any updates to the EHS Content, but will be entitled to use EHS Content that it has downloaded prior to termination. Customer acknowledges that failure to use the most current version of the EHS Content may result in the Service rendering inaccurate or incomplete results and will void the warranty provided by SAP under this Agreement. Customer is solely responsible for any damages suffered as a result of its alteration or modification of the EHS Content or use of outdated EHS Content where SAP has supplied an updated version.

(c) SAP DOES NOT WARRANT THE ACCURACY OF THE EHS CONTENT OR THAT CUSTOMER WILL OBTAIN ANY SPECIFIC RESULTS FROM USE OF THE EHS CONTENT. SAP'S ONLY WARRANTS THAT SAP HAS USED REASONABLE BUSINESS CARE IN COLLECTING AND COMPILING THE EHS CONTENT.

2. Revenue and Named Users

(a) Fees set forth in the Order Form are based on Customer's corporate group's Revenue, as defined by International Financial Reporting Standards (IFRS). Customer's corporate group shall include all entities that are controlled by, that control or that are under common control with Customer, where control means the direct or indirect ownership of at least 20% of the outstanding equity interests of an entity.

(b) Customer may have an unlimited number of Named Users access and use the Service and may add additional Named Users during the term by providing SAP with information necessary to create additional Named Users in a format defined by SAP, subject to any restrictions on Customer's license of the SAP On Premise Software.

3. Support.

SAP will provide support as part of the Service as described in Attachment 1 to these Supplemental Terms.

Attachment 1

Support Services for SAP EHS Regulatory Content

This document describes the support services provided by SAP for the Service under and in accordance with the terms and conditions of the Order Form to under which the Service is purchased.

1. Support Services

   SAP will offer support for all malfunctions of the Service (each an "Incident"). Incidents must be reported by Customer via the help functionality made available by SAP as part of the Service (or any other support channel introduced by SAP). SAP has no obligation to provide support for Incidents resulting from modification of any part of the Service except if made by SAP, or use of the Service in violation of this Agreement, for help in downloading of EHS Content or for Customer-specific changes to the Service. Documentation will be made available in English and German and only in electronic form. SAP's support obligations shall only apply to the most recent version of EHS Content provided by SAP for download by Customer.

   Support Languages are either English or German.

2. Customer Obligations/Preconditions

   As a precondition to receive the support services as described in Section 1 above, Customer shall identify at least one Named User as a "Key User" who is an English-speaker, and knowledgeable about the Service and who is responsible for managing all tasks of the Service related to Customer's business, including acting as a single-source for channeling all Customer communications to SAP provided support channels. In case of Incidents, Customer (via the Key User) must explore built-in help, the SAP support knowledge database and the Service forums to find already documented solutions before contacting SAP directly for support services. Customer must promptly provide SAP with detailed reports of all Incidents upon their occurrence. For all Incidents the support language is English and the Customer shall ensure that an English-speaking contact person for SAP is available. In the event that SAP must access any of Customer's systems remotely, e.g. via application sharing, Customer hereby grants to SAP the permission for such remote access. Customer must name a contact person that can grant to SAP the required access rights.